

**LAKE SHERWOOD
ESTATES
RULES AND
REGULATIONS
VOLUME I**

October 1995
Revised March 1, 2022

LAKE SHERWOOD ADMINISTRATIVE OFFICE	828-5777 398-5219
LAKE SHERWOOD SECURITY GUARD	828-5777 398-5219
MEDICAL ASSISTANCE and AMBULANCE	911
NEW MELLE FIRE DEPARTMENT (emergency)	911
NEW MELLE FIRE DEPARTMENT (non-emergency)	828-5098

ADMINISTRATION OFFICE HOURS

Monday through Friday from 8 a.m. to 5

p.m. ADDRESS CHANGE

It is the responsibility of each property owner to give notice to the administration of any address change for the purpose of sending association mailings.

LAKE SHERWOOD ESTATES RULES AND REGULATIONS VOLUME I

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ARTICLE 1 **Introductions**

1. Lake Sherwood Estates was founded in 1966 for enriched living with emphasis on the social, recreational and leisure opportunities for all property owners. The booklet has been prepared for the benefit and information of everyone owning property at Lake Sherwood Estates and designed to assist all property owners and residents of Lake Sherwood Estates in understanding the restrictions, rules and regulations of our community. You are respectfully asked to read and become familiar with all of the aspects of your development and to observe the rules as outlined.

ARTICLE 2 **Definitions**

The following definitions are in addition to any definitions in the Declaration of Restrictions and By-Laws. Capitalized words in these Rules refer to defined terms in the Declaration of Restrictions and the following additional definitions.

1. ALL TERRAIN VEHICLES (ATVs) also known as a quad, quad bike, three-wheeler, four-wheeler, or quadricycle as defined by the American National Standards Institute (ANSI) is a vehicle that travels on low-pressure tires, with a seat that is straddled by the operator, along with handlebars for steering control.
2. FIREWORKS: Any explosive composition, substance, combination of substances, device or article designed for the purpose of producing a visible or audible effect of a temporary exhibition or entertainment nature by explosion, combustion, deflagration, detonation, report, shooting a projectile into the air, or producing an open flame and shall include, but not be limited to, firecrackers, torpedoes, sky rockets, Roman candles, missiles, pinwheels, smoke devices, helicopters, reloadable tube devices, comets, mines and shells, blank cartridges, toy cannons in which explosives are used, and the type of balloons which require fire underneath to propel the same. The term "FIREWORKS" shall exclude trick noisemakers known as party poppers, sparklers, snake or glow worm pellets, snap pops, toy gun paper or plastic caps which contain less than 16.25 milligrams (0.25 of a grain) of explosive mixture, provided they are so constructed that the hand cannot come in contact with the cap when in place for the explosion. These types of firework may only be used from July 1st -7th on privately owned property.
3. TARGET: Any object to be aimed at in shooting practice/contests.
4. UTILITY VEHICLES (UTVs) are utility vehicles having (a) four or more wheels, (b) a steering wheel, (c) non-straddle seating, and (d) maximum speeds between 25 mph and 50 mph. In addition, UTVs have foot controls for throttle and braking, occupant restraints, and rollover protective structures. The maximum allowable engine size of UTVs operated within Lake Sherwood Estates is 1,100 cc.

ARTICLE 3 **Declaration of Restrictions and Bylaws**

1. In addition to ordinances and laws of county, state and nation, the Lake Sherwood Estates

community is subject to the terms of:

- 1) the Lake Sherwood Estates Declaration of Restrictions,
 - 2) Amendments and Modifications to Lake Sherwood Estates Declaration of Restrictions,
 - 3) Bylaws of the Lake Sherwood Estates Association, and
 - 4) Rules and Regulations as adopted by the Lake Sherwood Estates Board of Directors.
2. The Declaration of Restrictions is a legal document recorded in the counties of Warren and St. Charles, Missouri. It pertains to all property in Lake Sherwood Estates and all lots and parcels of land that may be added at some future date.
 3. As per article 32 of the Lake Sherwood Estates Association Declaration of Restrictions, no property within Lake Sherwood Estates shall be willed, conveyed or transferred in any manner to a civic, social, religious, charitable, fraternal or any other person or persons other than an individual family unity for the exclusive use of an individual family unit, without the written consent of the Lake Sherwood Estates Association Board of Directors and subject to the provisions set forth in the written consent.
 4. Lake Sherwood Estates Association has been the official name of the community association since July 31, 1979, having been changed from Lake Sherwood Estates Homeowner's Association. The current Declaration of Restrictions is dated June 1, 1967, and amended April 24, 1978; October 24, 1991; October 27, 1994; October 26, 1995; and October 24, 1996. Copies of the Lake Sherwood Estates Declaration of Restrictions, as amended; the Bylaws of the Lake Sherwood Estates Association; and these Rules and Regulations are available to property owners at the administration office.

ARTICLE 4 **Board of Directors, Officers and Association Manager**

1. Lake Sherwood Estates Association is governed by a seven-member board of directors. Such members are members of the Association serving without remuneration. Each member is elected for a three-year term on a staggered system so that each year either two or three seats on the board are open for election. Officers of the Association are elected by the Board of Directors for a one-year term following the annual meeting in October, and serve at the pleasure of the board without remuneration. The association manager is the chief operating officer and a paid employee of the Association, selected by, and reporting to, the Board of Directors.

ARTICLE 5 **Membership**

1. Every property owner is a member of the Lake Sherwood Estates Association, a not-for-profit corporation organized under Missouri law. Use of the amenities is the exclusive privilege of members and their guests.
2. Members are fee simple property owners and contract buyers who have paid more than fifty percent of the purchase price of their lot under contract of sale.

3. Associate members are:
 - (a) Persons who have the same principal residence as the member
 - (b) The purchaser under contract or agreement for the sale of a lot in the subdivision and the spouse and children who have the same principal residence as such purchaser
 - (c) Renters who comply with the Declaration Restrictions, Bylaws and Rules and Regulations of the Association, and who reside in a residence located on property on which all assessments and fees have been paid up-to-date, may enjoy the same rights and privileges in the use of amenities as any member or associate member. A resident who is not owner of the home is to be considered a renter. Landlords shall be held responsible for payment of all assessments, fees, water, sewer and trash. Landlords and renters shall be held equally responsible for compliance with the Declaration of Restrictions, Bylaws and Rules and Regulations of the Association. Landlords shall assign all privileges to renters and either tenant or owner (but not both) may register boats and trailers. Landlords shall be required to complete a confidential information sheet on tenant occupancy with the administration office which shall be for office use only. In the event assessments or fees (water, sew and trash) are not paid, there shall be a lien filed against the property.

ARTICLE 6

Leasing

1. Lease Defined. "Lease" means any agreement for the exclusive possession of the Lot in which the record Owner does not occupy the Lot. For the purposes of these Rules, a Lot shall be deemed "owner-occupied" if the Lot is occupied:
 - a. by siblings, parents or children (and their families, if any) of the record Owner, or
 - b. if the record Owner is a trust and the Lot is occupied by a beneficiary of the trust, as long as the beneficiary is also the grantor of the trust, or the Lot is occupied by the spouse or direct family member of the grantor of the trust. A "direct family member" means children or siblings of the beneficiary.
2. Minimum Lease Term. Any lease shall have an initial term of not less than one hundred and twenty (120) days, or four (4) months. Any renewal or extension of the Lease, and any sublease of the Lot or assignment of the Lease, shall be in writing and a copy submitted to the Board prior to its commencement date. No Lot may be leased on a nightly or monthly basis, swapped, traded, or used for transient or hotel purposes.
3. Effective Date. The minimum lease term shall be effective January 1, 2017.
4. Leased Lots On Effective Date. An Owner with (a) a Lease executed prior to the Effective Date that (b) has a minimum of lease term shorter than permitted under Section 2 above, and (c) the lease term ends before **January 1, 2017** shall not be a violation of these Rules.
5. Remedies. The Association shall have all rights and remedies available in law or equity including levy of fines and seeking a court order to compel compliance.

ARTICLE 7

Suspension of Privileges

1. Privileges of any member or associate member may be suspended for:

- (a) Delinquent assessments
 - (b) A continuing violation of the Restrictions after notification and a declaration by the Board of Directors.
 - (c) Repeated violations of the Bylaws or Rules and Regulations of the Association for a period to be determined by the Board of Directors.
 - (d) Any period that a fee or utility charge for water or sewer service remains unpaid.
 - (e) Any period that a fine for a violation has been levied and remains unpaid.
2. When a person under the age of 18 years is suspended from any activity, parents or guardians will be notified.

ARTICLE 8 **Gate Entry Procedures**

1. Vehicles entering through the Member's Gate will require a current RFID tag.
2. RFID tags will be issued to Members, Associate Members and Renters provided they have submitted a properly completed RFID registration form and current proof of insurance. Associate Member's driver's license must show the same home address as the Member in order to qualify for an RFID tag. Renters must also present a valid Rental contract signed by both the Renter and the Owner.
3. A charge will be assessed to cover the cost of the RFID tag.
4. RFID tags will be deactivated:
 - (a) The day following the expiration of the rental contract.
 - (b) The day following the sale of the property.
 - (c) The day following the sale of the vehicle.
 - (d) At the discretion of the Association Manager due to tampering, misuse or theft of an RFID tag.
 - (e) At the discretion of the Association Manager when a Member's status changes to Not-In-Good-Standing.
5. RFID tags will be reactivated:
 - (a) A Renter presents a signed renewal of their rental contract.
 - (b) When a Member's status changes to In-Good-Standing.
6. Drivers of vehicles (Members and/or Guests) entering through the Guest Gate (with the exception of emergency vehicles and selected service vehicles) must indicate the address (Lot Number) they are going.
7. Security Guards will verify the individual's identity and the address (Lot Number) against either the Membership Roster or Guest list and must complete all required data fields in the gate entry system in order to activate the gate arm.
8. Individuals who are not an LSEA Member or a registered guest will be denied access. When an unannounced guest arrives at the gate, the security guard will attempt to call the member and will act in accordance with the member's instructions. If the member is not available, the guard will deny access.
9. Vehicles failing to display a valid state issued license plate may be denied access.

10. It must be understood that those who have the right to authorize guests will be held responsible for the actions of their guests and should be sure their guests are familiar with Lake Sherwood rules and regulations. In certain situations, (i.e. Member Not in Good Standing or previous instances of guests not complying with LSEA Rules and Regulations) members or associate members must be on the premises to receive their guests. Guests of Members Not in Good Standing are prohibited from using any common area (lakes, pool, community center, parks, campground, etc.).
11. Unauthorized entrance is prohibited for both Members and Guests and subject to a minimum fine of \$100.00 - \$500.00 and/or prosecution for trespassing. The fine shall escalate for repeat offenders. Examples of unauthorized entry are things like but not limited to tailgating through, driving around the gate, entry thru exit lane, entry via unauthorized access points, hiding in a vehicle, unauthorized gate card or RFID use, etc. Members are responsible for their guests and will be subject to a violation notice and fine for unauthorized entrance by a guest on their guest list.
12. Members may authorize guests for entry. The Member must furnish guest names and the arrival and departure dates to the security guard. The security guard will verify the Member's information and then make the appropriate entries on the access log. The Security Guard will re-confirm the guest's registration via email if the Member has provided their email address.
13. If a member wishes to allow his/ her dependent children (under age 21) to access guests at any time, the following procedure applies:
 - (a) The member must provide a written statement to the administration with any details, stipulation/limitations.
 - (b) If a written statement is not received, access will be denied.
14. Members may furnish security a permanent access list for immediate family members such as adult children, grandchildren, brothers, sisters, and parents.
15. A guest list is required when planning a function with eight or more guests. If the function is to take place at private property or common area, the member must deliver, in person, a guest list to security. The guard will follow the procedure as described in section 6 above.
16. If the guest list for functions in a common area includes the names of dependent children, a chaperone at least 21 years of age is required to be present, and his/her name must be identified on the guest list.
17. After a member has indicated the general contractor for construction, the general contractor is required to furnish security a list of workmen to be accessed. The general contractor is required to keep the list current.
18. Real estate agents will be permitted to access the premises after showing their real estate license and registering with security. The guard will log in the agent the same as a visitor and request that prior to departing the agent notify the guard.
19. All prospective real estate clients must be accompanied by a real estate agent or the owner of the property. They will not be allowed entrance on their own. Realtors who disregard or violate rules will be warned for the first offense. For a subsequent offense, they will be denied entry.
20. Security will advise all real estate agents that no signs of any nature (except lot number) will be allowed in Lake Sherwood (for size and color of lot signs refer to Rules and

Regulations Volume II).

21. For the protection of property owners, security checks on (RFID) tags and vehicle checks by the LSEA Security, Warren and St. Charles County Sheriff's offices are conducted periodically.
22. Any Member who feels that special circumstances require a variance from these rules should contact the Association Manager during regular business hours.
23. THE INTENT OF THESE SECURITY RULES IS TO PROTECT ALL MEMBERS, ASSOCIATE MEMBERS, GUESTS AND LAKE SHERWOOD PROPERTY.

NOTE: IF YOU LOSE OR MISPLACE OR DAMAGE YOUR RFID TAG, NOTIFY SECURITY IMMEDIATELY.

ARTICLE 9 **Swim Pool, Patio and Swim Area**

1. Swim Pool.

- a. Swimmers must obey lifeguards at all times.
- b. Swim tags/daily pass must be worn and visible to guards at all times.
- c. Swim suits are required dress – no cutoffs, etc.
- d. Swimmer must be able to swim length of pool unassisted to be allowed in an area of the pool deeper than swimmers height.
- e. Children under 3 feet in height may not go in the pool unless accompanied by an adult or wearing a coast guard approved flotation device.
- f. To enter the pool area, children under 5 years of age must be accompanied by an adult, and children under 9 years of age must be accompanied by a certified swimmer at least fourteen years of age.
- g. No running, diving, flips, dunking, throwing balls or other objects, foul language, or horseplay in general.
- h. No glass containers, animals, bikes, skateboards, food.
- i. Keep gate to pool area closed at all times.
- j. Shower before entering pool.
- k. Hours of operation shall be as determined by administration and approved by the board of directors.
- l. Swim diapers are to be worn for those that are not toilet trained and are to be covered by separate rubber/vinyl pants, all of which must fit snug around legs and waist.
- m. Swimmers must stay off lifeguard stands, no exceptions. No one should engage the lifeguard in unnecessary conversation.
- n. All injuries must be reported immediately to lifeguard on duty.
- o. Mistreatment or abuse of LSEA property and employees will not be permitted. Parents/legal guardians or property owner(s) will be responsible for all damages.
- p. Any misuse of pool pass will result in revocation of pool pass for entire season.
- q. Failure to follow these rules will result in an ejection from the pool facilities until further notice.

- r. Food in designated area only and trash disposed of in containers outside of pool area.
- s. LSEA is not responsible for items left unattended.

2. Patio and Swim Area.

- a. Quiet hours are 11:00 p.m. till 7:00 a.m. Sunday thru Thursday and 12:00 a.m. till 7:00 a.m. Friday and Saturday. These areas are to be used for their legal and intended use and whose functions are sanctioned and approved by the association manager or board of directors. Violations would result in fines or prosecution.
- b. Glass containers are not permitted on the patio, entire beach area, and volleyball area.
- c. Barbecuing, fires and picnics are allowed in designated areas only.
- d. Use receptacles provided for litter.
- e. Smoking is prohibited in the designated swim area, on the beach directly in front of the designated swim area, and under the deck, as identified by the "no-smoking" signs
- f. Swim within the roped area observing all safety rules.
- g. Swimmers must obey lifeguard on duty.
- h. Lake swimming is at swimmers own risk.
- i. Do not remove picnic tables from the patio area.
- j. No animals allowed on beach and patio areas.
- k. Clean up beach and patio area after use.
- l. No bicycles or skateboards allowed.
- m. Rinse feet and dry off before entering snack bar.
- n. Upper deck is closed during private parties if pre-approved by the administration.
- o. No running or playing on steps to upper deck.
- p. Children under the age of five must be accompanied by an adult. Children under the age of nine (9) will not be permitted in the lake unless accompanied by swimmer of at least 14 years.
- q. Proper attire required at beach and clubhouse area.
- r. Children under 3 feet may not go in the water unless accompanied by an adult. Children under the age of 9 (nine) will not be permitted in the lake unless accompanied by a swimmer of at least fourteen years of age.
- s. Abusive or profane language will not be permitted.
- t. No pushing or horseplay in the swim area or on the swim platform.
- u. No coolers or other objects allowed on the swim platform excluding swim aids (flotation devices).
- v. LSEA is not responsible for items left unattended.

ARTICLE 10

Camping

- 1. The campground is open year-round for camping and use as a park for members, associates and their guests. The property owners may camp no more than 14 days in a

30-day period. Guests of members and associates may camp no more than seven days in a 30-day period.

2. There shall be no camping on any property in Lake Sherwood Estates except in the designated campgrounds.
3. All campers must register with security guard and pay appropriate nightly camping fee upon arrival.
4. Quiet time is 10:00 p.m. to 7:00 a.m. From November 1 through March 31, quiet hours are 11:00 p.m. – 7:00 a.m. (Sunday through Thursday) and 11:59 p.m. – 7:00 a.m. Friday and Saturday).
5. A registration card must be placed on the campsite post and displayed on each vehicle.
6. Lot owners are responsible for their guest's actions. Security rules require members or associate members to be on the premises to receive their guests. These rules apply to guest campers as well.
7. No trail riding permitted. Licensed motorcycles and any powered vehicles are restricted to roads.
8. Campers must have an adult 21 or older in attendance at all times.
9. ALL FIRES MUST BE IN AN EXISTING FIRE RING OR BARBECUE PIT AND MUST BE EXTINGUISHED BEFORE LEAVING CAMP SITE.
10. Users are required to clean up campsites after their use.
11. Only campers may occupy the campground after quiet hours. Camper is defined as a person/group intending to spend the night and appropriately equipped to do so.
12. Campsites may not be reserved.
13. Large groups requiring over two (2) campsites are required to obtain permission from the administration office 72 hours prior to camping. The maximum number of people (adults and children) using one site is eight (8). This includes one (1) RV and no more than two (2) tents.
14. Pets must be on a leash not longer than ten (10) feet at all times. Pet droppings must be picked up immediately. Pets may not be left unattended at any time. Owners of pets becoming a vocal nuisance will be asked to control the pet or remove it from the campground.
15. Guest campers who use a campsite other than the site a member is using are required to pay a nightly fee. The nightly fee to be established by the LSEA Board of Directors.

ARTICLE 11

Registration of camping trailers, utility trailers, and motor homes

1. All member camping trailers, utility trailers, or motor homes must be properly registered with LSEA annually. All incoming camping trailers, utility trailers, or motor homes are required to have a valid LSEA registration sticker posted on the curb side of the hitch for trailers or front bumper for motor homes. Guest camping trailers/motor homes are not required or allowed to be registered with Lake Sherwood Estates Association.

2. Camping trailers, utility trailers, or motor homes may only be registered by LSEA members/associate members and renters. Landlords shall assign all privileges to renters and either tenant or owner may register camping trailers, utility trailers, or motor homes, but not both.
3. The owner of each camping trailer, utility trailer, or motor home requiring registration shall file a proper application obtainable from the LSEA office. Camping trailers, utility trailers, or motor homes must have a valid and current state license plate to be registered. The application will be signed by the camping trailer, utility trailer, or motor home owner and accompanied by an annual fee to be established by the LSEA Board of Directors.
4. The registration of a camping trailer, utility trailer, or motor home expires:
 - (a) Annually on March 31
 - (b) Transfer of the camping trailer, utility trailer, or motor home title
 - (c) Member's property is sold
 - (d) Member ceases to be in good standing
 - (e) When state license plate expires

ARTICLE 12 **Tennis Courts**

1. Soft ball sports may be played on the tennis courts, but must give way to tennis players when requested.
2. Food and beverages are prohibited on courts.
3. Smoking within the court area is prohibited.
4. Pets on courts are prohibited.
5. All litter shall be placed in receptacles provided.
6. Courts are for players primarily. The courts are lighted for evening use.
7. Quiet hours shall be observed from 11:00 p.m. till 7:00 a.m. Sunday thru Thursday and 12:00 a.m. till 7:00 a.m. Friday and Saturday.

ARTICLE 13 **Island**

1. The island in Lake Sherwood is a park maintained in its natural state and all rules apply.
NO CAMP FIRES WILL BE PERMITTED.

ARTICLE 14 **Disposal of Refuse**

1. No lot shall be used or maintained as a dumping ground for refuse. Trash, garbage or other waste shall be kept in sanitary containers or other equipment for the storage or disposal of such materials, and such containers shall be kept in a clean and sanitary condition.
2. Garbage and trash spilled or scattered shall be cleaned up within 24 hours by the resident.
3. Non-resident owners using the facilities are urged to use the large metal containers

placed for their convenience near the community center, main entrance and marina.

4. No debris from private property shall be deposited on any vacant lot nor on common areas.
5. No large items (commonly referred to as white goods), brush or construction materials are to be left in container areas. Household trash only.
6. Prior arrangements for large trash must be made with a waste disposal company.

ARTICLE 15 **Open Burning Policy**

1. Contact the administration office or fire chief to inquire about burning days.
2. All leaf and brush burning must be done on damp days with little or no wind.
3. All State Conservation "NO BURNING ALERTS" for this general area will apply.
4. Do not leave burning site until all fire and smoldering is extinguished.
5. Burning is prohibited without the approval of the association manager or fire chief.
6. Burning of material other than leaves and brush is strictly prohibited.

ARTICLE 16 **Hunting and Firearms**

1. Lake Sherwood Estates is a wildlife and bird sanctuary, therefore, no hunting or harming of any wildlife is permitted. No firearms, pellet guns, B-B guns, bows and arrows, crossbows or any other weapons shall be discharged in Lake Sherwood Estates. TARGETS are not permitted on the exterior of any property in Lake Sherwood Estates.

FIREWORKS shall not be discharged on the premises of Lake Sherwood Estates except as authorized by the board of directors and supervised by professionals for July Fourth celebration or other community celebration as approved by the board of directors. See Article 25, paragraph 25.4 regarding fines.

ARTICLE 17 **Pets**

1. No more than 2 dogs, cats, or other such pets may be kept as house pets. No animals of any kind may be kept, bred or raised for commercial purposes.
2. The owner of any pet shall not allow the animal from owner's property except when on a leash.
3. Immunization and all other county and state laws pertaining to pets shall apply.
4. Owners must register their pets at the security office and obtain a LSEA license at no charge. A photo of your pet is required to obtain the license and will be maintained by security. Proof of current rabies vaccination is required (see Restrictions).
5. If stray or unattended animals become a problem, or if your pet is missing, contact

the security office.

ARTICLE 18 **Vehicular Traffic**

1. All Missouri laws pertaining to the operation of motor vehicles, including motor bikes, will be in effect at all times.
2. Dirt-bikes and unlicensed vehicles prohibited.

ARTICLE 19 **ATVs**

1. ATVs are permitted on a limited work use basis only.
2. ATVs are permitted on a limited work use basis only. Permits to operate an ATV on LSEA roads are to be obtained from the security office. Permits will be issued only if the intended use meets the limited work use requirements established by the Association Manager and the ATV is registered with Lake Sherwood Estates Association.
3. Registration of ATVs (only required if used off of the Member's private property):
 - a. Members will be charged an annual registration of \$15.00 plus fee to cover the cost of a one-time special license-plate-sized Lake Sherwood identification number displaying the member's lot number for a properly registered ATV and will be affixed to the front and rear of the ATV. The LSEA issued annual registration decals must be prominently affixed to the front and rear of the special Lake Sherwood identification number. Maximum decibel level is 80db when measured at 20" in accordance with the SAE J1287 test procedure. Current year registration decals must be affixed to any ATV before being allowed on Lake Sherwood property or streets.
 - b. Registration of an ATV for the very first time requires that the member-in-good-standing present the original registration and title for the ATV. Such registration must be in the name of the Member or Associate Member. No copies of registrations or copies of titles will be accepted when an ATV is registered with Lake Sherwood Estates Association for the very first time. Annual registration requires a certificate of insurance evidencing current liability coverage. The certificate of insurance must be in the Member's name and have the ATV vehicle number within the policy. Copies of such certificates are allowable. The Member must maintain proof of financial responsibility or maintain any other insurance policy providing equivalent liability coverage for a ATV throughout the registration period.
 - c. Registration for any ATV is limited to the hours of 7:00 AM to 9:00 PM, Monday through Friday.
 - d. Landlords may assign all privileges to renters and either tenant **or** owner may register a ATV. Only one ATV may be registered per lot. Landlords are required to notify LSEA of termination of rental contract.
 - e. The annual LSEA registration of ATV expires as follows:
 - i. Onset of January 2nd or first business day of the New Year.
 - ii. With transfer of ATV title
 - iii. When Association member's property is sold or a rental contract is terminated

- f. Failure to properly display a valid annual LSEA decal or to operate a ATV in accordance with LSEA Rules and Regulations will result in an immediate fine in accordance with Article 27.11 below.
- g. A valid operator's or chauffeur's license is required to operate a ATV.
- h. Be owned by an LSEA Member/Associate Member in good standing or by a renter to whom member privileges have been surrendered by their landlord.
- i. Be registered with the Lake Sherwood Estates Association and prominently display the annual LSEA decal in accordance with paragraph 3 below.
- j. No person shall operate a ATV in any careless way so as to endanger the person or property of another.
- k. No person shall operate a ATV under the influence of alcohol or any controlled substance.

ARTICLE 20 **UTVs**

- 1. UTVs are allowed within Lake Sherwood Estates on roadways or the lot(s) the UTV is registered to only.
- 2. UTVs being operated anywhere within Lake Sherwood Estates must comply with the following:
 - (a) Parking when using an amenity is restricted to designated parking areas only (where vehicles are typically allowed to park).
 - (b) A valid operator's or chauffeur's license is required to operate a UTV.
 - (c) The driver and all occupants of the UTV must wear a seat belt.
 - (d) Be owned by an LSEA Member/Associate Member in good standing or by a renter to whom member privileges have been surrendered by their landlord.
 - (e) Be registered with the Lake Sherwood Estates Association and prominently display the annual LSEA decal in accordance with paragraph 3 below.
 - (f) UTVs being operated within Lake Sherwood must have all the equipment requirements established by the Missouri Department of Revenue and the Lake Sherwood Estates Association to include:
 - i. Lighted headlamps and lighted tail lamps.
 - ii. Equipped with a roll bar or roll cage construction to reduce the risk of injury to an occupant of the vehicle in case the vehicle rolls over. (Exceptions must be approved by security).
 - iii. A commercially available slow-moving equipment emblem (usually an orange rectangular triangle) mounted on the rear of the vehicle and a commercially available bicycle safety flag mounted on the rear of the vehicle and extending at least seven feet above the ground.
 - iv. A United States Forest Service-qualified spark arrester.
 - v. A brake system in good operating condition.

- vi. Factory installed stock muffler.
- (g) No person shall operate a UTV in any careless way so as to endanger the person or property of another.
- (h) No person shall operate a UTV under the influence of alcohol or any controlled substance.
3. A member must be in good standing to register a UTV.
4. Registration for any UTV is limited to the hours of 7:00 AM to 9:00 PM, Monday through Friday.
5. UTVs must be registered annually with Lake Sherwood Estates Association. Members will be charged an annual registration fee to cover the cost of a one-time special license-plate-sized Lake Sherwood identification number displaying the member's lot number for properly registered UTV and will be affixed to the front and rear of the UTV. The LSEA issued annual registration decals must be prominently affixed to the front and rear of the special Lake Sherwood identification number. Maximum decibel level is 80db when measured at 20" in accordance with the SAE J1287 test procedure. Current year registration decals must be affixed to any UTV before being allowed on Lake Sherwood property or streets.
6. Registration of a UTV for the very first time requires that the member-in-good-standing present the original registration and title for the UTV. Such registration must be in the name of the Member or Associate Member. No copies of registrations or copies of titles will be accepted when a UTV is registered with Lake Sherwood Estates Association for the very first time. Annual registration requires a certificate of insurance evidencing current liability coverage. The certificate of insurance must be in the Member's name and have the UTV vehicle number within the policy. Copies of such certificates are allowable. The Member must maintain proof of financial responsibility or maintain any other insurance policy providing equivalent liability coverage for a UTV throughout the registration period.
7. Landlords may assign all privileges to renters and either tenant or owner may register a UTV. Only one UTV may be registered per lot. Landlords are required to notify LSEA of termination of rental contract.
8. The annual LSEA registration of UTV expires as follows:
- (a) Onset of January 2nd or first business day of the New Year.
- (b) With transfer of UTV title
- (c) When Association member's property is sold or a rental contract is terminated.
9. Failure to properly display a valid annual LSEA decal or to operate a UTV in accordance with LSEA Rules and Regulations will result in an immediate fine in accordance with Article 29.11 below.

ARTICLE 21

Parking of Motor Vehicles and Trailers

1. See Rules and Regulations Vol. III for Watercraft and Boat Trailer Parking.
2. See Rules and Regulations Vol. IV for Motor Vehicle and Trailer Parking.

ARTICLE 22

Beautification

Keeping Lake Sherwood Estates beautiful is the responsibility of everyone ... men, women, children, all property owners, residents, renters and their guests. Please do your part! Here are some rules to follow:

- (a) Please clean up your own litter if camping, boating, picnicking, barbecuing, swimming, playing tennis or in the community center and beach areas.
- (b) All property owners are expected to keep their lots clean and litter-free for the "natural look".
- (c) Show your concern for enhancing our development's image by doing your part in honoring all posted rules.
- (d) Please report people who damage or destroy property.
- (e) Please report people who are cutting wood on property other than their own, for which permission must be obtained.
- (f) Please refer to Volume IV for rules on cutting trees.
- (g) Please do not throw debris into the water or onto any shore line.

ARTICLE 23 **Vegetable Gardens**

Gardens are permitted provided they are located in the rear yard. Gardens shall be properly maintained during and after the growing season.

ARTICLE 24 **Maintenance of Property**

All property, whether occupied, in or not in use, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of deterioration. No building materials may be stored on any lot except during a time when construction is in progress and an approved site construction permit has been posted.

ARTICLE 25 **Temporary Structures Prohibited**

No structure, trailer, basement, tent, shed, garage, barn or other out-building shall be used on any residential lot or campground campsite at any time as a residence, either temporarily or permanently.

ARTICLE 26 **Signs**

No signs, advertisements, billboards or advertising structures of any kind or nature may be erected or maintained on any lot or parcel of land. The following are excluded:

- (a) Directional or traffic signs
- (b) Signs identifying recreational facilities

- (c) Signs identifying lots by name and/or number provided that no lot shall contain more than one such sign except lakefront lots which may have an additional sign on the lakefront. Acceptable size is 12" x 20". Acceptable colors are black, brown or gray. Lake Sherwood required house numbering signs are excluded.
- (d) Signs must not be posted over 8 feet high.

ARTICLE 27 **Window Signs**

Signs, exclusive of "Neighborhood Watch" signs, may not be displayed from any window or from the interior or exterior of any residence.

ARTICLE 28 **Individual Sewage Disposal**

1. No individual sewerage treatment system shall be installed on any lots. All sanitary sewer lines shall connect with the central sewerage disposal system provided.
2. No additional individual sewerage treatment systems shall be permitted on any lot. Existing individual systems shall be inspected in January and June each year to determine if system is in good operating condition. A reminder letter will be sent to the owner at the beginning of these 2 months by the administration office.
3. If the sewerage system inspection is not received in the office by the first week of February or July, the owner will be fined \$25.00 per day.
4. When an unsatisfactory report is received by the office, the owner has thirty days to correct the problem and re-inspect. If not corrected within thirty days, the owner loses his grandfather clause and must connect to the Lake Sherwood Estates sewerage system. This inspection cost shall be paid for by the residence owner. A copy of each inspection report shall be sent to the administration office.
5. If the sewerage problem is not corrected within thirty days the owner will be fined \$100.00 per day.
6. No property can have title transfer that is using a personal system. The system must be connected to Lake Sherwood Estates central sewerage system before transfer of title.

ARTICLE 29 **Violations, Fines, Suspensions**

Fines and/or suspensions may be levied by the association manager against a member, associate member or renter for any violation of rules and regulations by them or their guests. The initial citation may be a warning or a fine. In instances where a hazard or extreme violation exists, an immediate fine/and or suspension of privileges may be levied. Continued violations may result in fines of increased amounts, subsequent suspension of privileges, and/or legal action.

The association manager is authorized by the board of directors to immediately suspend

a member's privileges and use of any of the facilities. The member may request a hearing before the board of directors in circumstances where he/she deems it appropriate and in the best interest of Lake Sherwood Estates Association.

Fines will be assessed against the member or associate member and are payable immediately. Imposed fines not paid within thirty days of the date of the initial statement are subject to an additional penalty of 10% for each thirty days delinquent. This fine may become a lien against violator's lot in Lake Sherwood Estates and the association manager is authorized to record notice of such lien in the County Recorder's office.

Failure to have a current and correctly affixed sticker on any boat and/or trailer inside Lake Sherwood Estates after March 31 of each year shall result in enforcement action. Prior to enforcement action, lot owners not in compliance will be given advance notice that enforcement action is pending.

1. **Beaches, Patio, Swim Pool, Swim Areas, Tennis Courts.** Generally, a person violating a rule or regulation at the beach, patio, swim pool, swim areas or tennis courts will be issued a warning for the first offense. If a second, or more, citation(s) is/are rendered, that person will be suspended from activity in the area cited for a period of up to 10 days for each violation. A fine of up to \$25.00 may be levied against the violator for each violation.
2. **Burning.** Persons found to be in violation of the OPEN BURNING POLICY are subject to a fine of up to \$50.00.
3. **Camping.** Campers in violation of the rules and regulations herein will be given a warning for the first violation and forfeit use of the campground for a 10 day period for each cited violation thereafter. A fine of up to \$25.00 may be levied for each subsequent violation after the first warning.
4. **Hunting, Firearms and FIREWORKS.** A person in violation of the hunting, firearms and FIREWORKS rules and regulations is subject to a fine of up to \$500.00. A warning notice is not required for said violations due to the potential danger and severity of such violations.
5. **Littering.** Generally, a person found to be littering will be rendered a warning for the first offense and subject to a fine of up to \$100.00 for each succeeding violation.
6. **Motor Vehicles.** A person operating a motor vehicle without a valid state driver's license, in a manner unsafe to others or at a speed in excess of posted signs will receive a warning for the first violation, a \$25.00 fine for the second, a \$50.00 fine for the third and a \$100.00 fine for the fourth within a one year period. Violations of over 4 in 1 year shall be referred to the Board of Directors for further action. All motor vehicles must be properly licensed.
7. **Refuse.** A person violating rules regarding use of the compactor, recycle bins, large item dumpsters, or found to be dumping refuse on private or common ground is subject to an immediate fine of \$100.00 plus the cost of removal. (The cost of removal shall include, as appropriate, man hours, rental equipment, sub-contracted services and any other related refuse removal costs incurred)
8. **Pets.** When a written and notarized complaint is received in the office or a person is allowing a pet to trespass on the property of others or on any common ground area the owner will be given a warning citation for the first offense. Thereafter, for each

subsequent violation within a 1 year period the fine will start at \$25.00 and escalate to \$75.00 for each offense. These fines will be collected in the same manner and liens filed as described in the preceding section.

9. **Trees.** See Rules and Regulations Volume IV.
10. **Unpaid Residential User Fees.** A late charge of 10% will be charged for each month delinquent on the balance owed. Water and sewer will be disconnected if the bill is unpaid after 30 days past due. An additional fee of \$50.00 will be charged to reconnect service. Past due is defined as 30 days after the date of invoice. Residential user fees incorporate base water fee, water/sewer usage fee, trash fee, seasonal maintenance fee and roving patrol fee.
11. **UTVs/ATVs.** Warnings for violations will not be issued. First fine is \$50, second fine is \$150 and third fine is \$500 which will also result in the Member's loss of all UTV/ATV privileges for 730 days.
12. **Vandalism.** In addition to any civil and criminal penalties, privileges of members and associates may be suspended for acts of vandalism.
13. **Legal Fees.** In the event it becomes necessary for the Lake Sherwood Estates Association to bring or defend any proceedings at law or in equity against or by any person violating or threatening to violate or challenging the enforceability of any provision of the Declaration of Restrictions, the Bylaws of the Lake Sherwood Estates Association, the Rules and Regulations duly promulgated by the Lake Sherwood Estates Association or any construction permit duly issued by the Architectural Control Committee, then the Lake Sherwood Estates Association shall be entitled to recover its reasonable legal fees from such person if it prevails in any such litigation.

ARTICLE 30 **Enforcement of Rules**

All rules and regulations contained herein are deemed by Lake Sherwood Estates Association to be enforceable. If any rule or regulation set forth herein is held to be unenforceable by a court of competent jurisdiction, then the decision as to that rule or regulation shall not be deemed to affect the validity or enforcement of the other rules and regulations set forth herein.

ARTICLE 31 **Members Method of Redress**

Appeal of Violations/ (Warnings and/or Fines). The appeal procedures outlined herein supersede the appeal procedures contained in any Volume of the LSEA Rules and Regulations.

1. **Appeal Submission.** Members who wish to appeal a notice of violation (warning or fine) must submit the appeal in writing to the Association Manager within 15 days of the date of the violation notice. This written appeal must include any matters of evidence as to why the violation should not apply to the Member and/or any matters of extenuation and/or mitigation on the Member's behalf. If the Member fails to submit an appeal within the afore mentioned 15 day period, the Member waives all rights to appeal in the matter at hand.

2. **Appeal Hearings – Association Manager.** Once the Association Manager receives a valid request for appeal, he/she will within 15 days contact the individuals who originally submitted the violation and obtain (in writing) that individual's evidence as to why the violation (warning or fine) should stand. The appeal will then be reviewed and decided on by the Association Manager and a report of his ruling will be provided (in writing) to the Member within 7 days of the ruling. A copy of the ruling will be placed in the Member's Lot File. Any fines associated with an appeal denial will be payable in full within 15 days of the date of the ruling unless the Member appeals to the Board of Directors.
3. **Appeal Hearings – Board of Directors.** If the Member is dissatisfied with the Association Manager's appeal ruling, he/she may appeal to the Board of Directors. This request for appeal to the Board must be submitted in writing to the Association Manager within 15 days of the date of the initial appeal ruling. This appeal must contain any additional facts/information the Member wishes the Board of Directors to take into consideration. If the Member desires to be present during the appeal hearing, he/she must indicate that desire in the appeal request. Any fines associated to the violation will be suspended pending the Board of Directors hearing on the appeal. Once the Association Manager has received a valid request for appeal to the Board of Directors, he/she will schedule an appeal hearing at the next available monthly Board of Director Executive Session. All documentation related to the violation will be available for the Board's review. The Board President may at his/her discretion request involved individuals appear before the Board to provide any needed clarification. The Board of Directors' decision will be final and if the Member's appeal is denied, any fines associated with the violation will be payable in full within 15 days of the date of the ruling. The Association Manager will prepare a notice of the Board's decision. This notice will be mailed to the affected Member within 7 days of the ruling and a copy will be placed in the Member's Lot File.
4. **Concerns/Grievances/Suggestions - Association Manager.** The Association Manager is available during normal business hours to Members and Associate Members for addressing and discussing concerns/grievances and suggestions from the Members.
5. **Board.**
 - (a) Members may appeal to the Board of Directors regarding specific concerns as described in this booklet on rules and regulations.
 - (b) In monthly board meetings at least thirty minutes are set aside for all business from the floor at which time Members may address a concern or issue.
 - (c) Requests for agenda items may be submitted to the President of the Board of Directors for inclusion in the monthly open agenda. Requests must be received two weeks prior to the scheduled meeting. The decision as to whether or not the item is included on the agenda is at the President's discretion.
6. **Request/Concern/Suggestion Forms.**
 - (a) Forms are available in the administration office.
 - (b) Strict confidentiality will be maintained.
 - (c) The Association Manager will review and provide you with a written response within a two week period.
 - (d) You may appeal to the board if you are not satisfied with the action, policy/procedure response related to your concern/issue.

7. **Suggestions.** The Board of Directors, Association Manager and committee's purpose is to serve you, the members, lot owners and residents. You are urged and requested to advise us of any suggestions as well as concerns you have regarding rules, regulations, policies and procedures. Your participation and input will help guide us in making Lake Sherwood a community of which we can all enjoy and be proud.

ARTICLE 32 **Amendments to Rules and Regulations**

The Board of Directors shall have the power to make, alter, amend or repeal any provisions of the General Rules and Regulations, Volume I, II, and III. Changes to the Rules and Regulations may be proposed by committees, the Association Manager or by individuals.

Proposed changes to the Rules and Regulations will be placed on the agenda of the next regular open board meeting as a discussion item. To be placed on the agenda, proposed changes must be received in writing at the administration office by the Friday before the regular meeting for inclusion in the board packet.

Action on proposed changes will generally take place at the next regular open meeting following discussion.

ARTICLE 33 **Effective Date of Rule Changes**

Any changes to the Rules and Regulations adopted by the Board of Directors shall become effective on March 1st and September 1st following the adoption of the change. The Board may vote to make a change effective immediately when an emergency or safety situation exists.